

Paul L. Stoller (No. 016773)
Jennifer Rethemeier (No. 031398)
Dalimonte Rueb Stoller, LLP
2425 East Camelback Road, Suite 500
Phoenix, Arizona 85016
Telephone: (602) 892-0341
paul@drlawllp.com
jennifer.rethemeier@drlawllp.com

Mark S. Reich (pro hac vice application forthcoming)
Courtney E. Maccarone (pro hac vice application forthcoming)
Levi & Korsinsky, LLP
55 Broadway, 10th Floor
New York, NY 10006
Telephone: 212-363-7500
Facsimile: 212-363-7171
mreich@zlk.com
cmaccarone@zlk.com

Attorneys for Plaintiffs

IN THE UNITED STATES DISTRICT COURT

FOR THE DISTRICT OF ARIZONA

Christine Cartwright and Cheyenne Emery
Hart, on Behalf of Themselves and All
Others Similarly Situated,

Plaintiffs,

vs.

U-Haul International, Inc.

Defendant.

CASE NO. _____

CLASS ACTION COMPLAINT

JURY TRIAL DEMANDED

Plaintiffs Christine Cartwright and Cheyenne Emery Hart (collectively the
“Plaintiffs”), individually and on behalf of all others similarly situated, by and through

1 their undersigned counsel, bring this class action complaint against Defendant U-Haul
2 International, Inc. (“U-Haul” or “Defendant”). Plaintiffs allege the following upon
3 information and belief based on the investigation of counsel, except as to those allegations
4 that specifically pertain to Plaintiffs, which are alleged upon personal knowledge.
5

6 **NATURE OF THE ACTION**

7 1. This is a class action brought on behalf of all persons who provided
8 Personally Identifiable Information (“PII” or “Private Information”) to U-Haul which was
9 subsequently exposed in a data breach (“the Data Breach”).¹
10

11 2. Intruders had access to the Plaintiffs’ data for approximately five months,
12 between November 5, 2021, and April 5, 2022.²
13

14 3. U-Haul failed to properly secure and safeguard Plaintiffs’ and Class’s PII
15 stored within Defendant’s information network, including, without limitation, full names,
16 drivers’ license numbers, and dates of birth.³
17

18 4. U-Haul was able to confirm that intruders gained access to Plaintiffs’ and the
19 Class’s PII by September 7, 2022.⁴
20
21
22
23

24
25 ¹ Lucas Manfredi, *U-Haul says customer names, driver’s license numbers exposed in data breach*,
Fox Business (September 13, 2022, 4:52 PM EDT), <https://www.foxbusiness.com/lifestyle/u-haul-says-some-customer-names-drivers-license-numbers-exposed-data-breach>.
26

27 ² *Id.*

28 ³ *Id.*

⁴ *Id.*

1 5. On July 12, 2022, U-Haul discovered that its systems had been compromised
2 and that some rental contract data had been accessed in the Data Breach.⁵

3 6. On August 1, 2022, U-Haul's investigation found that "some customer
4 contracts were accessed."⁶

5 7. U-Haul eventually began notifying affected customers that their data,
6 including names, drivers' license numbers, and dates of birth were compromised, with the
7 earliest letters to customers dated September 9, 2021.⁷

8 8. In other words, U-Haul did not notify Plaintiffs and the Class until 59
9 calendar days had passed since discovering the Data Breach.

10 9. It is unclear as to if or when all affected customers were notified their data
11 was accessed in the Data Breach.

12 10. Plaintiff Hart's notice of the data breach was dated September 9, 2022.

13 11. Nearly 2.2 million US residents were affected by U-Haul's Data Breach.⁸

14 12. Defendant maintained the PII in a reckless manner. In particular, the PII was
15 maintained on Defendant's network system in a condition vulnerable to cyberattacks.

16 13. Defendant exposed Plaintiffs and Class Members to harm by intentionally,
17 willfully, recklessly, or negligently failing to take adequate and reasonable measures to
18

19
20
21
22
23
24 ⁵ *Id.*

25 ⁶ *Id.*

26 ⁷ *Welfare & Pension Administration Service, Inc. Provides Notice of Data Event*,
27 [https://www.nbc4i.com/business/press-releases/cision/20220218CL67468/welfare-pension-](https://www.nbc4i.com/business/press-releases/cision/20220218CL67468/welfare-pension-administration-service-inc-provides-notice-of-data-event/)
[administration-service-inc-provides-notice-of-data-event/](https://www.nbc4i.com/business/press-releases/cision/20220218CL67468/welfare-pension-administration-service-inc-provides-notice-of-data-event/) (last visited March 15, 2022).

28 ⁸ [https://apps.web.maine.gov/online/aeviewer/ME/40/eb945aa1-bd3a-4c32-9792-](https://apps.web.maine.gov/online/aeviewer/ME/40/eb945aa1-bd3a-4c32-9792-4cb1c6376f10.shtml)
[4cb1c6376f10.shtml](https://apps.web.maine.gov/online/aeviewer/ME/40/eb945aa1-bd3a-4c32-9792-4cb1c6376f10.shtml) (noting 2,195,831 U.S. citizens affected as of the time of filing the notice)

1 ensure its data systems were protected against unauthorized intrusions; failing to disclose
2 that it did not have adequately robust network systems and security practices in place to
3 safeguard participants' PII; failing to take standard and reasonably available steps to
4 prevent the Data Breach; and failing to provide Plaintiffs and Class Members prompt notice
5 of the Data Breach.
6

7 14. In addition, Plaintiffs' and Class Members' sensitive PII – which was
8 entrusted to Defendant – was compromised and unlawfully accessed due to the data breach.
9

10 15. Plaintiffs' and Class Members' identities are now at risk because of
11 Defendant's negligent conduct since the PII that Defendant collected and maintained is
12 now in the hands of hackers.
13

14 16. With their information available to hackers, bad actors can commit a variety
15 of crimes including, e.g., opening new financial accounts in Class Members' names, taking
16 out loans in Class Members' names, using Class Members' names to obtain medical
17 services, using Class Members' information to obtain government benefits, filing
18 fraudulent tax returns using Class Members' information, obtaining driver's licenses in
19 Class members' names but with another person's photograph, and giving false information
20 to police during an arrest.
21

22 17. Consumers who trusted U-Haul to securely store their information have
23 suffered injury and ascertainable losses in the form of the present and imminent threat of
24 fraud and identity theft, out-of-pocket expenses and value of time reasonably incurred to
25 remedy or mitigate the effects of the data breach, loss of value of their personal
26 information, and loss of the benefit of their bargain.
27
28

1 26. U-Haul was founded in 1945 as a do-it-yourself moving company.⁹ U-Haul
2 currently has 21,000 locations across the United States and Canada, offering a full
3 complement of rentable trucks, trailers, towing devices and storage space.¹⁰
4

5 27. U-Haul obtains consumers', including Plaintiffs' and Class Members', PII to
6 provide its services.¹¹

7 28. As a part of this exchange, U-Haul's Privacy Policy promises to "use
8 commercially reasonably physical, managerial, and technical safeguards to preserve the
9 integrity and security of [consumers'] information and our systems."¹²
10

11 29. Further, U-Haul promises that, "[i]n the event that personal information is
12 compromised as a result of a breach of security, We will promptly notify those persons
13 whose personal information has been compromised, in accordance with the notification
14 procedures set forth in this Privacy Policy, or as otherwise required by applicable law."¹³
15

16 30. However, U-Haul employed unreasonably lax security in defending access
17 to its internal systems.
18

19 31. The Data Breach occurred as a result of two unique passwords to access the
20 internal systems becoming compromised.
21
22
23

24 ⁹ <https://www.uhaul.com/About/History/>

25 ¹⁰ <https://www.amerco.com/history.aspx>

26 ¹¹ <https://www.uhaul.com/Legal/PrivacyPolicy/#HowWeUseInformation>

27 ¹² <https://www.uhaul.com/Legal/PrivacyPolicy/#Security>

28 ¹³ <https://www.uhaul.com/Legal/PrivacyPolicy/#Security>

32. With only the passwords, the hackers gained access to U-Haul's systems, which implies that multi-factor authorization, an industry standard for security protocols, were not employed by U-Haul in securing its systems.¹⁴

33. To make matters worse, U-Haul took an unreasonable eight months just to discover the Data Breach, never mind notifying impacted customers.¹⁵

34. By obtaining, collecting, using and deriving a benefit from Plaintiffs' and Class Members' PII, Defendant assumed legal and equitable duties and knew or should have known that it was responsible for protecting Plaintiffs' and Class Members' PII from unauthorized disclosure.

35. Plaintiffs and the Class Members have taken reasonable steps to maintain the confidentiality of their PII.

36. Plaintiffs and the Class Members relied on Defendant to keep their PII confidential and securely maintained, to use this information for business purposes only, and to make only authorized disclosures of this information.

B. U-Haul Was Aware Of Its Inadequate Network Security

37. Hidden between claims that U-Haul will utilize reasonable practices and tools to maintain its data security, U-Haul admits that it is generally incapable of

¹⁴ See Alicia Hope, *U-Haul Data Breach Exposed Sensitive Customer Data of More than 2 Million Clients Over 5 Months*, CPO Magazine (September 21, 2022), <https://www.cpomagazine.com/cyber-security/u-haul-data-breach-exposed-sensitive-customer-data-of-more-than-2-million-clients-over-5-months/> (noting that access to sensitive information should "never be protected solely with passwords, regardless of password complexity" and highlighting the "importance of multifactor authentication in protecting customer data").

¹⁵ Lucas Manfredi, *U-Haul says customer names, driver's license numbers exposed in data breach*, Fox Business (September 13, 2022 4:52 PM EDT), <https://www.foxbusiness.com/lifestyle/u-haul-says-some-customer-names-drivers-license-numbers-exposed-data-breach>.

1 guaranteeing the safety of information it collects for customers.¹⁶

2 38. U-Haul does note that, should a data breach take place, it will “promptly
3 notify those persons whose personal information has been compromised,” in accordance
4 with its own notification policies or as otherwise required by applicable law.¹⁷

6 **C. U-Haul’s Electronic Record Security Was Breached**

7 39. Despite U-Haul’s promise to employ commercially reasonable methods of
8 safeguarding consumer data, unauthorized parties gained unfettered access to consumer
9 data for nearly half a year as a result of U-Haul-owned passwords being compromised and
10 used to access an internal tool for searching through customer contracts.¹⁸

11 40. Between November 5, 2021, and April 5, 2022, unauthorized parties gained
12 access to U-Haul’s “customer contract search tool” which “allows access to rental contracts
13 for U-Haul customers.”

14 41. On July 12, 2022, U-Haul identified two unique passwords that were
15 compromised by an unauthorized party, which used the passwords to access the customer
16 contract search tool.¹⁹

21 _____
22 ¹⁶ <https://www.uhaul.com/Legal/PrivacyPolicy/#Security>

23 ¹⁷ *Id.*

24 ¹⁸ Sergiu Gatlan, *U-Haul discloses data breach exposing customer driver licenses*,
25 BleepingComputer.com (September 12, 2022 4:28 PM),
26 <https://www.bleepingcomputer.com/news/security/u-haul-discloses-data-breach-exposing-customer-driver-licenses/>; <https://www.documentcloud.org/documents/22286634-u-haul-consumer-notification-letter-bc-555>.

27 ¹⁹ Lucas Manfredi, *U-Haul says customer names, driver’s license numbers exposed in data*
28 *breach*, Fox Business (September 13, 2022 4:52 PM EDT),
<https://www.foxbusiness.com/lifestyle/u-haul-says-some-customer-names-drivers-license-numbers-exposed-data-breach>.

1 42. In other words, U-Haul did not discover the Data Breach until eight months
2 after the start of the Data Breach and two months after its conclusion.²⁰

3 43. On August 1, 2022, U-Haul determined that “some rental contracts were
4 accessed.”

5 44. By September 7, 2022, U-Haul determined the identity of affected
6 individuals.²¹

7 45. On September 9, 2022, U-Haul began notifying governments and affected
8 customers of the data breach, 59 calendar days after discovering the Data Breach.²²

9 46. While it is unclear if all affected consumers have been identified and
10 notified, Plaintiff Hart received her notice, dated September 9, 2022, from U-Haul in mid-
11 September.

12
13
14
15 **D. U-HAUL’s Response Increased the Potential of Harm**

16 47. As a result of U-Haul’s inability to secure Plaintiffs’ and Class’s Private
17 Information, Plaintiffs and Class Members incurred unexpected and unnecessary burdens
18 and expenses through trying to secure bank and financial accounts, monitor credit services,
19 verify the security of accounts using the Private Information, and all other activities
20 necessary to mitigate the harm of sensitive information being exposed.
21
22
23
24

25
26 ²⁰ Lucas Manfredi, *U-Haul says customer names, driver’s license numbers exposed in data breach*,
Fox Business (September 13, 2022 4:52 PM EDT), <https://www.foxbusiness.com/lifestyle/u-haul-says-some-customer-names-drivers-license-numbers-exposed-data-breach>.

27 ²¹ *Id.*

28 ²² *Id.*

48. Enhancing the danger to Plaintiffs and the Class, U-Haul was incapable of detecting the Data Breach for over eight months.

49. From the time U-Haul determined that the Data Breach had taken place, U-Haul was unable to identify that Plaintiffs' and Class Members' information had been compromised for nearly two months.

50. Rather than notifying affected customers as they were identified, U-Haul appears to have waited until the list of affected individuals was complete before starting the process of sending out notices to individual customers as well as government entities.

51. U-Haul's own efforts to ameliorate the damage it caused by failing to secure Plaintiffs' and Class's Private Information culminated in the inadequate offer of credit monitoring services for one year.

CLASS ACTION ALLEGATIONS

52. Plaintiffs bring this action pursuant to Rule 23 of the Federal Rules of Civil Procedure, individually and on behalf of the following Nationwide Class:

All persons who were customers of U-Haul, in the United States, whose Private Information was compromised as a result of the Data Breach (the “Nationwide Class”).

53. In addition, Plaintiff Hart brings a class action pursuant to Florida's Class Action Mechanism (Fla. R. Civ. P. 1.220) for the following Subclass defined as:

All persons who were customers of U-Haul, who obtained U-Haul's services in Florida whose Private Information was compromised as a result of the Data Breach (the "Florida Subclass").

1 54. Specifically excluded from the Class are U-Haul, its officers, directors,
2 agents, trustees, parents, children, corporations, trusts, representatives, employees,
3 principals, servants, partners, joint venturers or entities controlled by U-Haul, and their
4 heirs, successors, assigns, or other persons or entities related to or affiliated with U-Haul
5 and/or its officers and/or directors, the judge assigned to this action, and any member of
6 the judge's immediate family.
7

8
9 55. Plaintiffs reserves the right to amend the Class definition above if further
10 investigation and/or discovery reveals that the Class should be expanded, narrowed,
11 divided into subclasses, or otherwise modified in any way.
12

13 56. This action may be certified as a class action under Federal Rule of Civil
14 Procedure 23 because it satisfies the numerosity, commonality, typicality, adequacy, and
15 superiority requirements therein.
16

17 57. Numerosity (Rule 23(a)(1)): The Class is so numerous that joinder of all
18 Class members is impracticable. Although the precise number of such persons is unknown,
19 and the facts are presently within the sole knowledge of Defendant, Plaintiffs estimates that
20 the Class is comprised of thousands of Class members. The Class is sufficiently numerous
21 to warrant certification.
22

23 58. Typicality of Claims (Rule 23(a)(3)): Plaintiff, like the other customers of U-
24 Haul, has been subjected to U-Haul inadequate handling of their Private information.
25 Plaintiffs is a member of the Class and his claims are typical of the claims of the members
26 of the Class. The harm suffered by Plaintiffs is similar to that suffered by all other Class
27 members that was caused by the same misconduct by U-Haul.
28

1 59. Adequacy of Representation (Rule 23(a)(4)): Plaintiffs will fairly and
2 adequately represent and protect the interests of the Class. Plaintiffs has no interests
3 antagonistic to, nor in conflict with, the Class. Plaintiffs has retained competent counsel
4 who are experienced in consumer and commercial class action litigation and who will
5 prosecute this action vigorously.
6

7 60. Superiority (Rule 23(b)(3)): A class action is superior to other available
8 methods for the fair and efficient adjudication of this controversy. Because the monetary
9 damages suffered by individual Class members is relatively small, the expense and burden
10 of individual litigation make it impossible for individual Class members to seek redress for
11 the wrongful conduct asserted herein. If Class treatment of these claims is not available,
12 U-Haul will likely continue its wrongful conduct, will unjustly retain improperly obtained
13 revenues, or will otherwise escape liability for its wrongdoing as asserted herein.
14

15 61. Predominant Common Questions (Rule 23(a)(2)): The claims of all Class
16 members present common questions of law or fact, which predominate over any questions
17 affecting only individual Class members, including:
18

- 19
- 20 a. Whether U-Haul's storage of Class Member's PII was done in a
21 negligent manner;
 - 22 b. Whether U-Haul breached its implied warranties;
 - 23 c. Whether U-Haul breached its express warranties;
 - 24 d. Whether U-Haul has been unjustly enriched;
 - 25 e. Whether U-Haul took sufficient steps to secure Private Information;
 - 26
 - 27
 - 28

1 f. The nature of relief, including damages and equitable relief, to which
2 Plaintiffs and members of the Class are entitled.

3 62. Information concerning U-Haul's policies is available from U-Haul's
4 records.
5

6 63. Plaintiffs knows of no difficulty which will be encountered in the
7 management of this litigation which would preclude its maintenance as a class action.
8

9 64. The prosecution of separate actions by individual members of the Class
10 would run the risk of inconsistent or varying adjudications and establish incompatible
11 standards of conduct for U-Haul. Prosecution as a class action will eliminate the possibility
12 of repetitious and inefficient litigation.
13

14 65. U-Haul has acted or refused to act on grounds generally applicable to the
15 Class, thereby making appropriate final injunctive relief or corresponding declaratory relief
16 with respect to the Class as a whole.
17

18 66. Given that U-Haul has not indicated any changes to its conduct or security
19 measures, monetary damages are insufficient and there is no complete and adequate
20 remedy at law.
21

22 **CAUSES OF ACTION**

23 **COUNT I**

24 **BREACH OF IMPLIED CONTRACT**
25 **(On behalf of Plaintiffs and All Class Members)**

26 67. Plaintiffs hereby incorporates all other paragraphs of this Complaint and
27 restates them as if fully set forth herein.
28

1 68. In connection with receiving services from Flagstar, Plaintiffs and all other
2 Class members entered into implied contracts with Defendant.

3 69. Pursuant to these implied contracts, Plaintiffs and Class members provided
4 Flagstar with their PII in order for Flagstar to provide its services, for which Flagstar is
5 compensated. In exchange, Flagstar agreed to, among other things, and Plaintiff understood
6 that Flagstar would: (1) provide services to Plaintiffs and Class members; (2) take
7 reasonable measures to protect the security and confidentiality of Plaintiffs' and Class
8 members' PII; and (3) protect Plaintiffs' and Class members' PII in compliance with
9 federal and state laws and regulations and industry standards.

10 70. In the ordinary course of providing its services, customers provide Defendant
11 with PII, including drivers' license numbers.

12 71. Implied in these exchanges was a promise by Defendant to take reasonable
13 steps to ensure that the PII of Plaintiffs and Class members in its possession was secure .

14 72. Implied in these exchanges was a promise by Defendant to ensure the PII of
15 Plaintiff sand Class members in its possession was only used to provide the agreed-upon
16 services, and that Defendant would take adequate measures to protect Plaintiffs' and Class
17 members' PII.

18 73. A material term of this contract is a covenant by Defendant that it would take
19 reasonable efforts to safeguard that information. Defendant breached this covenant by
20 allowing Plaintiff's and Class members' PII to be accessed in the Data Breach.

21 74. Indeed, implicit in the agreement between Defendant and its customers was
22 the obligation that both parties would maintain information confidentially and securely.

1 75. These exchanges constituted an agreement and meeting of the minds between
2 the parties: Plaintiffs and Class members would provide their PII in exchange for services
3 by Defendant. These agreements were made by Plaintiffs and Class members as customers
4 of Defendant's.

6 76. It is clear by these exchanges that the parties intended to enter into an
7 agreement and mutual assent occurred. Plaintiffs and Class members would not have
8 disclosed their PII to Defendant but for the prospect of utilizing Defendant's services.
9 Conversely, Defendant presumably would not have taken Plaintiffs' and Class members'
10 PII if it did not intend to provide Plaintiffs and Class members with its services.

12 77. Defendant was therefore required to reasonably safeguard and protect the
13 PII/PHI of Plaintiffs and Class members from unauthorized disclosure and/or use.

15 78. Plaintiffs and Class members accepted Defendant's offer of services and
16 fully performed their obligations under the implied contract with Defendant by providing
17 their PII, directly or indirectly, to Defendant, among other obligations.

19 79. Plaintiffs and Class members would not have entrusted their PII to Defendant
20 in the absence of their implied contracts with Defendant and would have instead retained
21 the opportunity to control their PII.

23 80. Defendant breached the implied contracts with Plaintiffs and Class members
24 by failing to reasonably safeguard and protect Plaintiff's and Class members' PII.

26 81. Defendant's failure to implement adequate measures to protect the PII of
27 Plaintiffs and Class members violated the purpose of the agreement between the parties.

1 89. Defendant owed a duty of care to Plaintiffs and Class Members to provide
2 data security consistent with industry standards, applicable standards of care from
3 statutory authority like Section 5 of the FTC Act, New Mexico's Data Breach Notification
4 Act and other requirements discussed herein, and to ensure that its systems and networks,
5 and the personnel responsible for them, adequately protected the Private Information.
6

7 90. Defendant's duty of care to use reasonable security measures arose as a
8 result of the special relationship that existed between Defendant and its customers.
9 Defendant was in a position to ensure that its systems were sufficient to protect against
10 the foreseeable risk of harm to Class Members from a data breach.
11

12 91. Defendant's duty to use reasonable care in protecting confidential data arose
13 not only as a result of the statutes and regulations described above, but also because
14 Defendant is bound by industry standards to protect confidential Private Information.
15

16 92. Defendant breached these duties by failing to exercise reasonable care in
17 safeguarding and protecting Plaintiffs' and Class members' PII.
18

19 93. The specific negligent acts and omissions committed by Defendant include,
20 but are not limited to, the following:
21

- 22 a. Failing to adopt, implement, and maintain adequate security measures
23 to safeguard Class Members' PII;
- 24 b. Failing to adequately monitor the security of its networks and systems;
- 25 c. Failure to periodically ensure that its computer systems and networks
26 had plans in place to maintain reasonable data security safeguards;
27
28

1 d. Failure to implement adequate response procedures after discovery of
2 a data breach, including providing timely notice to Class Members.

3 94. Defendant, through its actions and/or omissions, unlawfully breached its
4 duty to Plaintiffs and Class members by failing to exercise reasonable care in protecting
5 and safeguarding Plaintiffs' and Class Members' PII within Defendant's possession.
6

7 95. Defendant, through its actions and/or omissions, unlawfully breached its
8 duty to Plaintiffs and Class members by failing to have appropriate procedures in place to
9 detect and prevent dissemination of Plaintiffs' and Class Members' PII.
10

11 96. Defendant, through its actions and/or omissions, unlawfully breached its
12 duty to timely disclose to Plaintiffs and Class Members that the PII within Defendant's
13 possession might have been compromised and precisely the type of information
14 compromised.
15

16 97. It was foreseeable that Defendant's failure to use reasonable measures to
17 protect Plaintiffs and Class Members' PII would result in injury to Plaintiffs and Class
18 Members. Further, the breach of security was reasonably foreseeable given the known
19 high frequency of cyberattacks and data breaches.
20

21 98. It was foreseeable that the failure to adequately safeguard Plaintiffs' and
22 Class Members' PII would result in injuries to Plaintiffs and Class Members.
23

24 99. Defendant's breach of duties owed to Plaintiffs and Class Members caused
25 Plaintiffs' and Class Members' PII to be compromised.
26

27 100. But for Defendant's negligent conduct and breach of the above-described
28 duties owed to Plaintiff and Class members, their PII would not have been compromised.

1 101. As a result of Defendant's failure to timely notify Plaintiffs and Class
2 Members that their PII had been compromised, Plaintiffs and Class Members are unable
3 to take the necessary precautions to mitigate damages by preventing future fraud.
4

5 102. As a result of Defendant's negligence and breach of duties, Plaintiffs and
6 Class Members are in danger of imminent harm in that their PII, which is still in the
7 possession of third parties, will be used for fraudulent purposes, and Plaintiffs and Class
8 Members have and will suffer damages including: a substantial increase in the likelihood
9 of identity theft; the compromise, publication, and theft of their personal information; loss
10 of time and costs associated with the prevention, detection, and recovery from unauthorized
11 use of their personal information; the continued risk to their personal information; future
12 costs in terms of time, effort, and money that will be required to prevent, detect, and repair
13 the impact of the personal information compromised as a result of the Data Breach; and
14 overpayment for the services that were received without adequate data security.
15
16
17

18 **COUNT III**

19 **VIOLATION OF FLORIDA'S DECEPTIVE AND UNFAIR**
20 **TRADE PRACTICES ACT**

21 **(Fla. Stat. Ann. §501.201, *et seq.*)**

22 **(On behalf of Plaintiff Hart and the Florida Subclass)**

23 103. Florida Class Representative Cheyenne Emery Hart incorporates the
24 preceding allegations as though fully set forth herein.

25 104. This cause of action is brought on behalf of the Florida Subclass against U-
26 Haul.

27 105. The Florida Deceptive and Unfair Trade Practices Act ("FDUTPA")
28 prohibits "[u]nfair methods of competition, unconscionable acts or practices, and unfair or

1 deceptive acts or practices in the conduct of any trade or commerce.” Fla. Stat. Ann.
2 §501.204(1).

3 106. In construing the provisions of the FDUTPA, “due consideration and great
4 weight shall be given to the interpretations of the Federal Trade Commission and the
5 federal courts relating to s. 5(a)(1) of the Federal Trade Commission Act, 15 U.S.C. s.
6 45(a)(1) as of July 1, 2017.” Fla. Stat. Ann. §501.204(2).

7
8 107. Plaintiffs and the Class members are “[c]onsumer[s]” and “[i]nterested
9 part[ies] or person[s]” as defined by the FDUTPA. See Fla. Stat. Ann. §501.203(6)-(7).

10
11 108. Defendant engaged in “[t]rade or commerce” as defined by the FDUTPA.
12 See Fla. Stat. Ann. §501.203(8).

13
14 109. Defendant, directly or through its agents, employees, and/or subsidiaries,
15 violated the FDUTPA by knowingly and intentionally misrepresenting, omitting,
16 concealing, and failing to disclose material facts as to the steps it takes to secure customer
17 data and the procedures it takes in responding to a data breach, including that: basic
18 industry standard security techniques like multi-factor authorization were not
19 implemented, data breach detection protocols and tools were insufficient to deal with the
20 large threat of data breaches, and procedures to identify and notify customers affected by
21 the Data Breach were inadequate to promptly alert its customers of such a data breach.

22
23 110. Specifically, by knowingly and intentionally misrepresenting, omitting,
24 concealing, and failing to disclose material facts regarding its data security, as detailed
25 above, Defendant engaged in one or more unfair or deceptive acts or practices in the
26 conduct of trade or commerce, in violation of the FDUTPA.
27
28

1 111. Defendant's misrepresentations and omissions – regarding the inherently
2 defective and unreasonably dangerous nature of data handling – were disseminated to
3 Plaintiffs and the Class members in a uniform manner.

4 112. Defendant's unfair or deceptive acts or practices, including its
5 misrepresentations, concealments, omissions, and suppressions of material facts, as alleged
6 herein, had a tendency or capacity to mislead and create a false impression in consumers'
7 minds, and were likely to and, in fact, did deceive reasonable consumers, including
8 Plaintiffs and the Class members, about the security of their data in Defendant's possession.

9 113. The facts regarding Defendant's data security that Defendant knowingly and
10 intentionally misrepresented, omitted, concealed, and failed to disclose would be
11 considered material by a reasonable consumer, and they were, in fact, material to Plaintiffs
12 and the Class members, who consider such facts to be important to their decisions to
13 disclose PII to the Defendant in exchange for Defendant's services.

14 114. Plaintiffs and the Class members were aggrieved by Defendant's violations
15 of the FDUTPA because they suffered ascertainable loss and actual damages as a direct
16 and proximate result of Defendant's knowing and intentional misrepresentations,
17 omissions, concealments, and failures to disclose material facts as set forth above.

18 115. Specifically, Plaintiffs and the Class members were deceived by Defendant's
19 misrepresentations, omissions, concealments, and failures to disclose material facts
20 regarding Defendant's data security. Had Defendant not engaged in the deceptive acts and
21 practices alleged herein, Plaintiffs and the Class members would not have purchased
22 Defendant's services, and, thus, they did not receive the benefit of the bargain and will
23
24
25
26
27
28

1 suffer out-of-pocket loss in time and money by taking steps to secure their data after the
2 Data Breach.

3 116. Defendant's violations present a continuing risk to Plaintiffs and the Class
4 members, as well as to the general public. Defendant's unlawful acts and practices
5 complained of herein affect the public interest.
6

7 117. As a result of Defendant's violations of the FDUTPA, as alleged herein,
8 Plaintiffs and the Class members seek an order enjoining Defendant's unfair or deceptive
9 acts or practices and awarding actual damages, costs, attorneys' fees, and any other just
10 and proper relief available under the FDUTPA.
11

12 **COUNT IV**

13 **UNJUST ENRICHMENT**

14 **(On behalf of Plaintiffs and All Class Members)**

15 118. Plaintiffs incorporate the above allegations as if fully set forth herein.

16 119. This claim is pleaded in the alternative to the breach of implied contractual
17 duty claim.
18

19 120. Plaintiffs conferred a benefit upon Defendant by paying for Defendant's
20 administration services.
21

22 121. Defendant appreciated or had knowledge of the benefits conferred upon itself
23 by Plaintiffs. Defendant also benefited from the receipt of Plaintiffs' PII, as this was used
24 for Defendant to track and administer services to Plaintiffs and the Class.
25

26 122. Under principles of equity and good conscience, Defendant should not be
27 permitted to retain the full value of Plaintiffs' services and their PII because Defendant
28 failed to adequately protect their PII. Plaintiffs and the proposed Class would not have

1 provided their PII or paid Defendant's asking price for its services had they known
2 Defendant would not adequately protect their PII.

3 123. Defendant should be compelled to disgorge into a common fund for the
4 benefit of Plaintiffs all unlawful or inequitable proceeds received by it because of its
5 misconduct and Data Breach.
6

7 **PRAYER FOR RELIEF**

8
9 **WHEREFORE**, Plaintiffs, individually and on behalf of all others similarly
10 situated, seeks judgment against Defendant, as follows:

11 (a) For an order determining that this action is properly brought as a class action
12 and certifying Plaintiffs as the representative of the Class and his counsel as Class Counsel;
13

14 (b) For an order declaring the Defendant's conduct violates the statutes
15 referenced herein;

16 (c) For an order finding in favor of Plaintiffs and the Classes on all counts
17 asserted herein;
18

19 (d) For damages in amounts to be determined by the Court and/or jury

20 (e) An award of statutory damages or penalties to the extent available;

21 (f) For pre-judgment interest on all amounts awarded;

22 (g) For an order of restitution and all other forms of monetary relief; and

23 (h) Such other and further relief as the Court deems necessary and appropriate.
24

25 **DEMAND FOR TRIAL BY JURY**

26 Plaintiffs demand a trial by jury of all issues so triable.
27
28

1 Dated: October 5, 2022.

Respectfully submitted,

2 /s/ Jennifer Rethemeier

3 Paul L. Stoller (No. 016773)

4 Jennifer Rethemeier (No. 031398)

DALIMONTE RUEB STOLLER, LLP

5 2425 E. Camelback Road, Suite 500

6 Phoenix, Arizona 85016

7 Tel: (602) 892-0341

8 Fax: (855) 203-2035

jennifer.rethemeier@drlawllp.com

paul@drlawllp.com

9
10 And, to be admitted Pro Hac Vice:

11 Mark S. Reich

12 Courtney E. Maccarone

LEVI & KORSINSKY, LLP

13 55 Broadway, 10th Floor

14 New York, NY 10006

15 Telephone: 212-363-7500

16 Facsimile: 212-363-7171

mreich@zlk.com

cmaccarone@zlk.com

17 *Counsel for Plaintiffs*